

## **EXHIBIT A**

### **OPERATING PLAN**

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## **INTRODUCTION**

This Operating Plan between [Concessioner Name] (hereinafter referred to as the "Concessioner") and the National Park Service (hereinafter referred to as the "Service") describes specific operating responsibilities of the Concessioner and the Service with regard to those facilities within Glen Canyon National Recreation Area (hereinafter referred to as the "Area") that are assigned to the Concessioner for the purposes authorized by the Contract.

In the event of any conflict between the terms of the Contract and this Operating Plan, the terms of the Contract, including its designations and amendments, will prevail.

This plan will be reviewed annually by the Superintendent in consultation with the Concessioner and revised as determined necessary by the Superintendent of the Area. Any revisions shall not be inconsistent with the main body of this Contract. Any revisions must be reasonable and in furtherance of the purposes of the Contract.

## **1. RESPONSIBILITIES**

### **A) Concessioner**

To achieve an effective and efficient working relationship between the Concessioner and the Service, the Concessioner will designate an on-site general manager who:

- (1) Has the authority and the managerial experience for operating Concessions Facilities and services within the Area;
- (2) Will employ a staff with the expertise, licenses, and training to operate all services authorized under the Contract;
- (3) Has full authority to act as a liaison in all concession administrative and operational matters within the Area;
- (4) Has the responsibility for implementing the policies and directives of the Service; and
- (5) Will designate an acting manager when absent.

### **B) National Park Service**

The Superintendent is the Area manager with responsibility for all Service operations, including concession operations. The Superintendent carries out the policies and directives of the Service, including concession contract management. Directly, or through designated representatives, the Superintendent reviews, directs, and coordinates Concessioner activities relating to the Area.

The Chief of Business Management is responsible for supervising concession activities within the Area. This includes, but is not limited to:

- (1) Evaluation of Concessioner services and facilities;
- (2) Review and approval of rates charged for all commercial services;
- (3) Review and approval of all changes to facilities (changes to Exhibit C – Assigned Land and Real Property Improvements require Regional Director approval);
- (4) Review and approval of all reporting requirements, including financial and visitor use data, submitted by the Concessioner; and
- (5) Delivery of a current Service staff list, as needed, to the Concessioner with all appropriate points of contact.

## **2. GENERAL OPERATING STANDARDS AND REQUIREMENTS**

### **A) Scope and Quality of Services**

All services are to be provided in a consistent and quality manner. Service minimums are provided by the National Park Service Concessioner Review Program. The Concessioner will be responsible for monitoring its operations to assure that quality standards are met.

- (1) Required Services: Operate the Bullfrog Medical Clinic (Clinic)

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- (a) Medical Clinic at Bullfrog Basin
    - At minimum, outpatient treatment of illness, injury, or condition, with or without an appointment; including x-ray, suturing, and casting; cardio-pulmonary resuscitation (CPR); automated external defibrillation (AED); ancillary testing; and limited retail pharmacy for Clinic patients only
    - The Clinic will be open continuously from 9:30 a.m. to 6:00 p.m., seven days a week, from May 1 through October 31 (Season).
    - A Physician, Physician's Assistant, Nurse Practitioner, or other similarly qualified medical professional must be in the Bullfrog area and able to provide service whenever the Clinic is open.
  - (b) On-Call Emergency Service
    - During the Season, between the times of 6:01 p.m. and 9:29 a.m., a Physician, Physician's Assistant, Nurse Practitioner, or other similarly qualified medical professional will be on-call in the Bullfrog area, ready and able to provide emergency medical service at the Clinic if and when called by Area Emergency Services Personnel.
- (2) Authorized Services
- (a) Medical Clinic at Bullfrog Basin
    - At minimum, outpatient treatment of illness, injury, or condition, with or without an appointment; including x-ray, suturing, and casting; cardio-pulmonary resuscitation (CPR); automated external defibrillation (AED); ancillary testing; and limited retail pharmacy for Clinic patients only
    - The Clinic may be open during the off-season, on a schedule approved by the Service.
    - A Physician, Physician's Assistant, Nurse Practitioner, or other similarly qualified medical professional must be in the Bullfrog area and able to provide service whenever the Clinic is open.
  - (b) On-Call Emergency Service
    - During the off-season, on a schedule approved by the Service, a Physician, Physician's Assistant, Nurse Practitioner, or other similarly qualified medical professional may be on-call in the Bullfrog area, ready and able to provide emergency medical service at the Clinic if and when called by Area Emergency Services Personnel.
- (3) Other Clinic Uses
- (a) The Concessioner will allow the Area's Emergency Medical Technicians to use Clinic facilities for emergencies and orientation training, without Concessioner staff present, after normal office hours during the operating season, and at all times outside of the operating season. The senior Service employee on scene will be responsible for the care of Concessioner equipment and maintaining an inventory of supplies used, if applicable, which will be provided to the Concessioner for reimbursement by the patient.
  - (b) With Service approval, the Concessioner may provide educational opportunities, such as health fairs, immunization clinics, and free public presentations.

## **B) Schedule of Operation**

- (1) *Minimum hours of operation.*
  - (a) The Clinic must be open continuously from 9:30 a.m. to 6:00 p.m., seven days a week, from May 1 through October 31 (Season).
  - (b) During the Season, between the times of 6:01 p.m. and 9:29 a.m., a Physician, Physician's Assistant, Nurse Practitioner, or other similarly qualified medical professional will be on-call in the Bullfrog area, ready and able to provide emergency medical service at the Clinic if and when called by Area Emergency Services Personnel.
  - (c) The Concessioner must request approval in writing to the Area's Business Management Office to deviate from this schedule no later than one month before the effective date of the change.
  - (d) The Clinic may be closed from November through April (Off-season).

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- (2) The permitted schedule of operation will remain in effect until the Concessioner receives written notice from the Service approving a change.
- (3) If for unforeseen reasons, the Clinic is unable to open or On-Call Emergency Service is not available as scheduled, the Concessioner must notify the Area's Dispatch Office immediately so as to minimally affect emergency response.
- (4) The Service considers the Clinic operation a critical part of the Area's Uplake Emergency Response; and operating the Clinic is a priority over responding to calls outside of the Clinic facility. The Service will not require clinic employees to respond to emergencies in the field and will only permit such response when clinic responsibilities are covered.
- (5) For authorized services or any extension of Clinic hours, the Concessioner must submit a request for approval in writing to the Business Management Office no later than one month before the proposed off-season opening date.
  - (a) The request must include:
    - the day(s) of the week that the Clinic will operate;
    - The Clinic's opening and closing times each day;
    - the types of services that will be provided; and
    - the minimum number of staff members who will be operating the Clinic, along with their qualifications.
  - (b) Should the Concessioner wish to end these extended hours, it must submit a request for approval in writing to the Business Management Office to deviate from this schedule no later than one month before the effective date of the change.

#### **C) Rate Determination and Approval Process**

It is the objective of the Service to ensure that the Concessioner's rates and charges to the public are commensurate with the level of services and facilities provided, and are reasonable, justified, and comparable with similar facilities and services provided by the private sector. Reasonableness of rates will be judged based upon the *Concession Management Rate Approval Guide, 2010*. Rate approval methods are subject to change. The currently approved rate method for all services is competitive market declaration.

#### **D) Evaluations and Inspections**

- (1) The Service and the Concessioner will separately inspect and monitor Concession Facilities and services with respect to National Park Service policy, applicable standards, authorized rates, safety, public health, environmental management, impacts on cultural and natural resources, and visitor concerns and reactions. Appropriate Area staff will evaluate Concession Facilities and services to ensure satisfactory services are provided for the public in accordance with the Contract. The Service reserves the right, in accordance with the Contract, to enter Concession Facilities at any time for an inspection. The Concessioner will be responsible for correction of deficiencies and abatement plans within dates agreed to with the Service.
- (2) *Annual Overall Rating*. The Service will determine and provide the Concessioner with an Annual Overall Rating by **March 1** for the preceding calendar year. The Annual Overall Rating will include a Contract Compliance Report and rating and an Operational Performance Report and rating.
  - (a) The Contract Compliance Report and rating will consider such items as timely and accurate submission of annual financial report, franchise fees, proof of general liability, automobile, and workers compensation insurance.
  - (b) The Operational Compliance Report and rating will consider such things as the evaluation of the Concessioner's Risk Management Program and Periodic Operational Evaluations.
    - Periodic Operational Evaluations. The Service will conduct both announced and unannounced periodic operational evaluations of concession services and facilities. The Service will evaluate concession services to ensure conformance to applicable operational standards. The Service will also evaluate the conformance of the Concession Facilities to the established Maintenance Plan. The Concessioner will be contacted at the time of these evaluations so that a representative of the Concessioner may accompany the evaluator.

Effective Date: \_\_\_\_\_

- Risk Management Program Evaluation. The Service will annually conduct an evaluation of the Concessioner's Risk Management Program, including periodic interior and exterior safety inspections of all Concession Facilities. The Concessioner will ensure employee compliance with health, fire, and safety code regulations as well as Service policies and guidelines.
- Environmental Management Evaluation. The Concessioner must self-assess its performance under its Environmental Management Program (EMP) at least annually per Section 6(b)(3)(ix) of the Contract. Additionally, the Service will annually conduct its own assessment of the Concessioner's Environmental Management Program. The Service may conduct environmental audits of Concession Facilities and operations based on the Service Environmental Audit Program. The Concessioner will be required to close audit findings within the timeframe specified by the Service.

#### **E) General Policies**

- (1) *Facilities Use.* Concession Facilities may not be used for activities or services that do not directly and exclusively support the required or authorized services under the Contract without written permission from the Service. The Concessioner will allow the Area's Emergency Medical Personnel to use Clinic facilities for emergencies and orientation training without Concession staff present.
- (2) *Quiet Hours.* Quiet hours will be enforced at a minimum between the hours of 10 p.m. and 6 a.m. in all Concessioner assigned facilities and within the Concessioner employee housing areas.
- (3) *Smoking Policy.* The Concessioner will establish a smoking policy, consistent with the Area's policies, which will include guidelines for the designation of smoking areas and internal organizational controls for maintaining nonsmoking areas in the Concession Facilities. The Concessioner may post "No Smoking" signs in assigned areas. Smoking and using electronic cigarettes are prohibited in:
  - (a) all public areas of Concession buildings (including restrooms)
  - (b) within twenty five (25) feet of any entrance or exit primarily accessed by the visiting public
  - (c) concession administrative offices or buildings
  - (d) shared residential buildings
  - (e) other areas as posted.
- (4) *Lost and Found.* Each found item will be tagged, listing the item found, location found, date and time found, and by whom it was found. If an item is not claimed within seven (7) days, it will be turned over to the Area in accordance with the Area's Lost and Found Policy. When possible, the Concessioner will attempt to determine the ownership of the found item and provide this information to the Area.
- (5) *Interaction with Wildlife.* The feeding of wildlife within the Area is prohibited.
- (6) *Concessioner Personal Property.* All personal property must be well maintained and fully functional for its intended use. Personal property belonging to the Concessioner must present a clean, well-cared-for appearance. This requirement extends to fleet vehicles owned, leased or operated by the Concessioner.
- (7) *Employee Housing.* The Concessioner will provide housing for its employees in the residence assigned within the Area, but may not exceed the house's occupancy level. The Concessioner will inform employees residing within the Area of Service regulations and policies regarding housing.
- (8) *Credit Cards.* The Concessioner will honor, at a minimum, MasterCard and Visa and are allowed to set credit card transaction minimums. The Concessioner will accept debit cards at the discretion and direction of the Superintendent. The minimum transaction amount does not apply to debit cards. The Concessioner may not set a minimum for these cards. Concessioners are responsible for conducting their own research and complying with all applicable laws in accordance with the terms of their contracts.

#### **F) Human Resources Management**

- (1) *Employee Identification and Appearance.* At a minimum, the Concessioner will ensure that all employees in direct contact with the public properly display a nametag. Employees' appearance will be neat and clean. Employees will be hospitable, positive, friendly, and helpful.

Effective Date: \_\_\_\_\_

(2) *Employee Hiring Procedures.*

(a) *Staffing Requirements.*

- The Concessioner will hire and schedule a sufficient number of employees to ensure satisfactory visitor services throughout the Season.
- All applicable requirements of the U.S. Department of Labor will be met.
- Persons employed or provided by the Concessioner in positions such as physician, registered nurse, physician's assistant, nurse practitioner, emergency medical technician, laboratory or radiological technician requiring professional licensure by the State of Utah will obtain and maintain such licenses during periods of employment within the Area.
- During holiday weekends, i.e., Memorial Day, 4th of July, and Labor Day, the Concessioner will have at least two medical professionals on duty (Physician, Physician's Assistant, or Nurse Practitioner).

(b) *Background Checks.* The Concessioner will establish hiring policies that will include appropriate background reviews and drug testing of applicants for employment. The Concessioner will submit these policies for review and approval by the Superintendent prior to implementation. Updates or amendments that substantially change the manner by which background reviews are conducted or administered must be approved by the Superintendent prior to implementation. The Concessioner will make hiring decisions in consideration of the information obtained. The Concessioner will not hire any person known to have an outstanding warrant for arrest and will make reasonable efforts to secure this information prior to hiring new employees.

(c) *Employee hours.* The Concessioner will attempt to offer its employees a full workweek whenever possible. Prior to employment, the Concessioner will inform employees of the possibility that less-than-full-time employment may occur during slow periods.

(d) *Service Employees.* The Concessioner will not employ the spouse, dependents, or other household member, of the Superintendent, Deputy Superintendent, Business and Revenue Management staff, Public Health Sanitarian, Chief of Facility Services, or Chief Park Ranger. The Concessioner must not employ, in any status, any other Service employee, his/her spouse, or minor children without the prior written approval of the Superintendent.

(3) *Training.*

(a) *General.* The Concessioner will provide appropriate job training to each employee prior to duty assignments and working with the public. The Concessioner will provide managers and staff adequate reference materials and/or resources, including but not limited to the Service Periodic Concession Evaluation standards and the Concession Contract, including its Exhibits. The Service may periodically audit Concessioner training sessions.

(b) *Orientation.* The Concessioner will provide mandatory employee orientation for all new employees and inform employees of Area regulations and requirements that affect their employment and activities while working and residing in the Area.

(c) *Safety.* The Concessioner will train its employees annually according to the training requirements in its Risk Management Plan.

(d) *Environmental Training.* The Concessioner will provide environmental training to all employees according to the requirements in its Environmental Management Program.

(4) *Housing.*

(a) The Concessioner must provide in-Area housing for all employees who will be On-Call at any point during the Season.

**3. Concessioner Administrative Responsibilities**

**A) Risk Management**

(1) *Risk Management Plan.* The Concessioner will develop, maintain, and implement a Concessioner Risk Management Program that is in accordance with the Occupational Safety and Health Act and Director's Order #50B, Occupational Safety and Health Program.

- (a) The Concessioner will submit its initial plan to the Superintendent within 120 days of the effective date of the Contract, and annually thereafter by December 31 of each year. The Concessioner will update its Concessioner Risk Management Program to comply with Applicable Laws.
- (2) *Required elements.* The program will include, at a minimum, the following components:
  - (a) Administration
  - (b) Inspections
  - (c) Deficiency Classifications and Hazard Abatement Schedules
  - (d) Accident Reporting and Investigation
  - (e) Public Safety Awareness
  - (f) Training
  - (g) Emergency Procedures
- (3) *Safety Representative.* The Concessioner will designate one employee as the safety representative at the beginning of the Contract and update this information as necessary. This person will have the authority to make decisions within the Concessioner's assigned area in regards to safety concerns.

## **B) Environmental and Waste Management**

- (1) *Contractual Requirement.* The Concessioner's Environmental Management Program (EMP), required in Section 6(b) of the Contract, must address the policies, programs, and procedures to be implemented by the Concessioner.
  - (a) The Concessioner will submit its initial plan to the Superintendent within 60 days of the effective date of the Contract, and annual updates thereafter by December 31 of each year.
  - (b) The EMP will include, without limitation, the following elements, as defined in the Contract:
    - Policy
    - Goals and Targets
    - Responsibility and Accountability
    - Documentation, Control, and Information Management System
    - Reporting
    - Communication
    - Training
    - Monitoring, Measurement, and Corrective Action
    - Medical Waste Handling and Disposal Plan (see definition below, Sec 3(B)(4)(a))
- (2) *Integrated Pest Management.* Chemicals to control plant and insect pests will be used as a last resort and strictly regulated to minimize such uses. The Concessioner will conduct any pesticide management activities in accordance with NPS Integrated Pest Management (IPM) procedures contained in NPS 77 and the IPM Plan. These procedures include, but are not limited to, Area approval before the use of any chemical pesticides by the Concessioner or its contractor, proper pesticide storage, application and disposal, and pesticide use reporting.
- (3) *Hazardous Materials and Waste Management.*
  - (a) Inventories. The Concessioner will submit to the Service, by December 31 of each year, a list of hazardous substances in accordance with Section 6(d)(1) of the Contract. The inventory will identify each substance, location, and amounts stored. Material Safety Data Sheets will be submitted for each of the hazardous chemicals identified and listed. Also, the Concessioner will submit to the Service, by December 31 of each year, a list of waste streams generated by the Concessioner in the Area, including mixed solid waste, hazardous waste, medical waste, and any other waste that is regulated.
  - (b) Hazardous and Miscellaneous Wastes. The Concessioner shall develop and implement documented procedures for managing hazardous waste and other wastes containing hazardous substances, including medical waste. Hazardous waste must be disposed of pursuant to applicable law at the expense of the Concessioner.

- (c) Recycling. Waste from concession operations should be recycled and the Area's recycling program used as much as possible. Materials to be recycled include, but may not be limited to, paper, aluminum, plastic, cardboard, and glass.
- (4) *Medical Waste Program.*
- (a) *Definition.* Medical wastes include culture and stocks of infectious agents, human pathological wastes (e.g., tissues, body parts), human blood and blood products, used sharps (e.g., hypodermic needles and syringes used in animal or human patient care), certain animal wastes, certain isolation wastes (e.g., waste from patients with highly communicable diseases), and unused sharps (e.g., suture needles, scalpel blades, hypodermic needles).
- (b) *Medical Waste Plan.* The Concessioner will develop and submit a Medical Waste Handling and Disposal Plan as part of its EMP. (See Sec. 3(B)(1)(b) above.)
- (c) The Concessioner will conduct operations to:
- Ensure proper handling, tracking, and disposal of medical wastes;
  - Minimize contact with medical wastes by workers, handlers, and the public; and
  - Segregate, package, label, mark, and store medical wastes before they are shipped to another site for treatment, destruction, or disposal.

### **C) Marketing and Public Relations**

- (1) *Public Statements.* The Concessioner will forward all media inquiries concerning operations with the Area to the Area's Public Information Officer.
- (2) *Promotional Materials.* All promotional material, such as brochures, flyers, radio, and internet must be approved by the Superintendent prior to distribution. Advertisements must include a statement that the Concessioner is authorized by the National Park Service, Department of the Interior, to serve the public in Glen Canyon National Recreation Area.
- (a) All advertising should be submitted to the Superintendent for approval at least 30 days prior to projected need or printing dates. The Superintendent will make every effort to respond within 15 days.
- (b) Advertisements for employment must contain a statement that the company is an equal opportunity employer.
- (3) *Use of National Park Service Authorized Concessioner Mark (Mark)*
- (a) The Service has an approved Mark it allows concessioners to use to advertise the official relationship between the Service and the Concessioner. The Mark consists of the official NPS Arrowhead and the words "Authorized Concessioner."
- (b) *Authorized Users.* The Concessioner is authorized to use the Mark at the start of the Contract in accordance with the approval procedures below. The Concessioner must have received a satisfactory or marginal rating in the previous Annual Overall Review to use the Mark following the first year of the Contract.
- (c) *Authorized Uses of the Mark.* The Concessioner may use the Mark in publications, written advertising, brochures, web-based information, interpretive materials, broadcasts (television, film or other audio/visual), associated with required or authorized services; facility signs designed, constructed, or commissioned for official Concessioner functions or purposes; and signs placed on visitor transportation systems, vessels and aircraft.
- (d) *Prohibited Uses of the Mark.* The Concessioner may not use the Mark on merchandise, souvenirs and clothing presented for sale to the public; Concessioner employee uniforms; or Concessioner equipment and transportation equipment not specifically providing required or authorized visitor services.
- (e) *Artwork, Layout and Use.* The Concessioner must use official artwork provided by the Service. Layout and use must be in accordance with the Authorized Concessioner Mark Guidelines available on the NPS Commercial Services web site under the Concessioner Tools tab. ([http://concessions.nps.gov/tools\\_others.htm](http://concessions.nps.gov/tools_others.htm))
- (f) *Approval Procedures.* The Concessioner must submit a written request to the Service for approval to use the Mark. The submittal must include proposed applications and sample layouts. The Concessioner may not use the Mark until the Service has approved the request and the Concessioner's proposed layouts in writing.





## Authorized Concessioner

*Example of Authorized Concessioner Mark – format type, size, layout, and color varies*

### D) Visitor Comments

- (1) The Area will send complaints or comments regarding concession services to the Concessioner for investigation and response in a timely manner. The Concessioner will provide a copy of the response to the Superintendent. A copy of the Area's response will be forwarded to the Concessioner.
- (2) In order to initiate valid and responsive visitor comments, the following notice will be prominently posted in public areas.

This service is operated by \_\_\_\_ (company name) \_\_\_\_, a Concessioner under contract with the U.S. Government and administered by the National Park Service. The Concessioner is responsible for conducting these operations satisfactorily. Please address comments to:

Superintendent

Glen Canyon National Recreation Area

P.O. Box 1507

Page, Arizona 86040-1507

(928) 608-6200

glca\_superintendent@nps.gov

### E) Utility Responsibility

- (1) Concessioner.
  - (a) The Concessioner, at its own expense, will provide telephone and internet services within the assigned area of the government-owned facility and in the employee housing.
  - (b) The Concessioner must promptly pay for utilities, whether provided by a public entity or private company. For utility payments due to the Service, such payments will be made in accordance with Applicable Laws and best available technology feasible for the purpose.
  - (c) The Concessioner must encourage conservation of energy, water, and other resources through policies, programs, goals, and practices.
- (2) The Service
  - (a) The Service will provide water, sewage, electricity, propane, and solid waste disposal, including recyclable materials but excluding medical waste. The Service will charge the Concessioner monthly for utilities it provides at rates in accordance to NPS Director's Order 35B.
  - (b) Water: The Concessioner will pay per month in the operating season.
  - (c) Sewer: The Concessioner will pay per month in the operating season.
  - (d) Electricity: The Concessioner will pay the Area for 20% of the electricity used in the Visitor Center building during the operating season.
  - (e) Propane: The Concessioner will pay the Area for 20% of the propane used in the Visitor Center building during the operating season.
  - (f) Solid Waste, as stipulated above: The Concessioner may not be charged for solid waste removal.

Effective Date: \_\_\_\_\_

**F) Protection and Security**

- (1) Concessioner
  - (a) The Concessioner will train all concession employees in proper security procedures, emergency reporting procedures, and how to provide essential information, e.g., a call back number at their location.
  - (b) The Concessioner will perform in accordance with the minimum requirements of the Life Safety Code.
- (2) The Service
  - (a) *Visitor Protection* will be provided by the Area.
  - (b) *Fire Protection* will be provided by the Area, including inspection and maintenance of fire suppression equipment and systems (sprinklers).
  - (c) *Emergency Medical Response*. Area personnel are responsible for emergency medical response. Any injury sustained by a visitor or employee in Concession Facilities and/or all medical emergencies should be reported promptly to the Park Dispatcher. The Concessioner will promptly report cases of specified, infectious diseases, such as Salmonella infection, norovirus, tuberculosis, and Hanta virus, to the Service. Outbreaks of any infectious disease occurring in two or more persons with a common exposure are also reportable.
  - (d) *Food Borne Illness*. All employee and/or visitor complaints of a suspected food borne illness will be promptly reported to the Service so that thorough investigation procedures can be completed by the Public Health Service Consultant as necessary.

**4. Reporting Requirements****A) Service Reports**

- (1) *Utility Costs*. Area staff will annually review the operating costs for utility systems and services and notify the Concessioner in writing of the rates for the upcoming year 60 days in advance of implementation.
- (2) *Annual Performance Evaluation*. The Concessioner will receive an annual performance evaluation by March 1 for the preceding calendar year. The Superintendent or an appointed representative is available to discuss the annual evaluation process and results, which includes contractual, operational, and safety components.

**B) Concessioner Reports**

- (1) *Employee listing*. The General Manager will provide the Service with a list of employees and emergency phone numbers, initially within 60 days of contract execution, by May 1 of each year thereafter, and as significant revisions are made. The list will indicate personnel with supervisory duties.
- (2) *Incident Reports*. The Concessioner will immediately report to the Service:
  - (a) Any fatality
  - (b) Employee or visitor injuries requiring more than minor first aid treatment
  - (c) Personal and real property damage estimated to be more than \$500
  - (d) Fires (wildland and structural)
  - (e) All boat and motor vehicle accidents within the Area
  - (f) Any incident that affects the Area's natural and/or cultural resources
  - (g) Any known or suspected violations of law.
- (3) *Certificates of Insurance*. The Concessioner will provide annual updated statements and certificates of insurance not later than 30 days after the insurance(s) renewal date(s) and in accordance with this Contract.
- (4) *Operational Performance Reports*
  - (a) Financial and Operational Statistics. By the 15<sup>th</sup> of each month, the Concessioner will provide, in a format agreeable to the Service, operational statistics and financial information for the previous month. A sample of this report is provided as Attachment A.
  - (b) Visitor Comments. The Concessioner will provide tabulated summaries of all visitors' comments.

- (5) *Financial Reports*. In addition to the Annual Financial Report (AFR) required in the Contract, the Concessioner will submit a monthly financial report.
- (6) *Disease Reporting*. The Concessioner will promptly report cases of specified, infectious diseases, such as Salmonella infection, norovirus, tuberculosis, and Hanta virus, to the Service. Outbreaks of any infectious disease occurring in two or more persons with a common exposure are also reportable. Illnesses must be reported within 24 hours of receiving positive test results.

## 5. Summary of Contract Actions and Reporting Requirements: Due Dates

Summary of Contract Actions and Reporting Requirements			
Actions and Reports Required of the Service			
Title	Schedule	Due Date	Reference
Review Operating Plan and revise as necessary, with Concessioner	Annual	Not applicable	Operating Plan, Introduction
Annual Overall Rating (Report)	Annual	March 1	Operating Plan, 2(D)(2) and Operating Plan, 4 (A)(1)
Evaluation of Concessioner's Environmental Management Program	Annual	Not applicable	Contract Sec. 6 (c) and Operating Plan, 2(D)(2)(b)
Periodic Operational Evaluations (announced and unannounced)	Annual	Not applicable	Operating Plan, 2(D)(2)(b)
Evaluation of Concessioner's Risk Management Program	Annual	Not applicable	Operating Plan, 2(D)(2)(b)
Audit Concessioner's Training	Periodically	Not applicable	Operating Plan, 2 (F)(3)(a)
Copy of all visitors' comments and complaints regarding Concessioner's service for response	Per occurrence	Not applicable	Operating Plan, 3 (D)(1)
Notification of Utility Rates for upcoming year	Annual	60 days before implementation	Operating Plan, 4 (A)(1)

Concessioner's Initial Reporting Requirements			
Title	Schedule	Due Date	Reference
Environmental Management Program (EMP)	Initial	Within 60 days of the effective date of the Contract	Contract Sec. 6 (b)(1)
Certificate of Insurance	At purchase	Immediate	Contract Sec. 11 (b)(3)
Balance Sheet	Initial	Within 90 days of contract execution	Contract Sec. 13 (c)
Risk Management Plan	Initial	Within 120 days of effective date on Contract	Operating Plan, 3 (A)(1)(a)
Employee Listing	Initial	Within 60 days of Contract execution	Operating Plan, 4 (B)(1)

Effective Date: \_\_\_\_\_

<b>Concessioner's Annual Reporting Requirements</b>			
<b>Title</b>	<b>Schedule</b>	<b>Due Date</b>	<b>Reference</b>
Environmental Management Program (EMP)	Annual	December 31	Contract Sec. 6 (b)(1) and Operating Plan, 3 (B)(1)(a)
Inventory of federal Occupational Safety and Health Administration designated hazardous chemicals	Annual	December 31	Contract Sec. 6 (d)(1) and Operating Plan, 3 (B)(3)(a)
Inventory of all Waste Streams generated by Concessioner	Annual	December 31	Contract Sec. 6 (d)(1) and Operating Plan, 3 (B)(3)(a)
Certificate of Insurance	Annual	Within 30 days of renewal	Contract Sec. 11 (b)(3)
Annual Financial Report	Annual	120 days after last day of Concessioner's fiscal year	Contract Sec. 13 (b)(1) and Operating Plan 4 (B)(5)
Risk Management Plan	Annual	December 31	Operating Plan, 3 (A)(1)(a)
Employee Listing	Initial	May 1	Operating Plan, 4 (B)(1)

<b>Concessioner's Monthly Reporting Requirements</b>			
<b>Title</b>	<b>Schedule</b>	<b>Due Date</b>	<b>Reference</b>
Franchise Fee	Monthly	By the 15 <sup>th</sup> day after the final day of each month of operation	Contract, Sec. 10 (b)(1)
Financial and Operational Statistics Report (See Attachment A)	Monthly	By the 15 <sup>th</sup> day after the final day of each month of operation	Operating Plan, 4(B)(4)
Visitor comments	Monthly	By the 15 <sup>th</sup> day after the final day of each month of operation	Operating Plan, 4(B)(4)

<b>Concessioner 'As Needed' or 'Per Occurrence' Reporting Requirements</b>			
<b>Title</b>	<b>Schedule</b>	<b>Due Date</b>	<b>Reference</b>
Approval of Materials and Electronic Media for Public Distribution (Promotional and/or Educational)	As needed	30 days before distribution or use	Contract Sec. 3 (d)(2) and Sec. 7 (b) and Operating Plan, 3 (C)(2)(a)
Notice of violation of Applicable Laws by the Concessioner	Per occurrence	Immediate	Contract Sec. 5 (b) and Sec. 6 (d)(4)
Copies of all documents, reports, monitoring data, manifests, and other documentation required by Applicable Laws to be submitted to other agencies	As needed	Immediate	Contract Sec. 6 (d)(2)
Notification of Releases	Per occurrence	Immediate	Contract Sec. 6 (d)(3)
Communication with Regulatory Agencies	Per occurrence	In advance	Contract Sec. 6 (d)(5)
Certificate of Insurance	At purchase	Immediate	Contract Sec. 11 (b)(3)

Effective Date: \_\_\_\_\_

<b>Concessioner 'As Needed' or 'Per Occurrence' Reporting Requirements (continued)</b>			
<b>Title</b>	<b>Schedule</b>	<b>Due Date</b>	<b>Reference</b>
Notice of Bankruptcy or Insolvency	As needed	Within 5 days of filing	Contract Sec. 15 (c)
Request for Approval to deviate from Clinic opening/closing dates	As needed	No later than one month before	Operating Plan, 2(B)(1)(c)
Any unforeseen reason that Clinic will not open or On-Call Emergency Service will not be available	Per occurrence	Immediate	Operating Plan, 2(B)(3)
Request to provide authorized service(s); and request to end authorized service(s)	As needed	No later than one month before	Operating Plan, 2(B)(5)
Hiring process and background checks policies	As needed	Before implementation	Operating Plan, 2 (F)(2)(b)
Approval of chemical pesticide use by Concessioner or its Contractor (per Integrated Pest Management)	As needed	Before use	Operating Plan, 3 (B)(2)
Forward to Area Public Information Officer all media inquiries concerning operations in the park	Per occurrence	Immediate	Operating Plan, 3 (C)(1)
Copy of responses to visitors' comments and complaints regarding Concessioner's service	Per occurrence	Not applicable	Operating Plan, 3 (D)(1)
Incident Reports	Per occurrence	Immediate	Operating Plan, 4 (B)(2)
Disease Reporting	Per occurrence	Immediate, within 24 hours of positive test results	Operating Plan, 4 (B)(6)

Effective Date: \_\_\_\_\_

**Attachment A: Financial and Operational Statistics Report**

This is an example report that Service personnel will finalize with input from Clinic management before instituting. At the beginning of each month, the Clinic will input the previous month's information and submit it electronically to the Business Management Office by the 15<sup>th</sup>.

**Gross Receipts - Year:**

January	February	March	April	May	June
\$	\$	\$	\$	\$	\$
July	August	September	October	November	December
\$	\$	\$	\$	\$	\$

YEAR:	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Days Open												
Patients												
Average patients per day												
Nights On Call												
Call Outs												
<b>Total Evacuations</b>												
Helicopter-Classic												
Helicopter-Lifeflight												
Helicopter-Tristate												
Fixed-wing-Tristate												
Fixed-wing-Lifeflight												
Fixed-wing-Classic												
POV-other												
<b>Types of Diagnosis*</b>												
Cardiovascular												
Environment (altitude, heat, hypothermia, etc.)												
Respiratory												
Infection												
GI (Gastro-intestinal)												
Eye Injury / Complaint												
Neurological												
Trauma												
Other												
<b>Types of Trauma*</b>												
Animal injury												
Burn												
Drowning												
Fracture												
Open wound												
Puncture (including fish hook removal)												
Sprain/strain												
Other trauma												

\*Types of Diagnosis and Types of Trauma may be modified to include other services (immunization, employee screening, etc.) or injuries (concussion, dislocation, etc.)

Effective Date: \_\_\_\_\_